

REMARKS

In the Office Action of June 11, 2007, the Examiner rejects claims 1, 2, 6-8, 10, 25-29, 33-35, 37, and 52-54 under 35 U.S.C. § 103(a) as being allegedly unpatentable over U.S. Patent No. 6,480,860, issued to Monday, in view of U.S. Patent No. 6,704,723, issued to Alavi et al. ("Alavi")¹; rejects claims 3-5 and 30-32 under 35 U.S.C. § 103(a) as being allegedly unpatentable over Monday in view Alavi, and further in view of U.S. Patent No. 6,732,360, issued to Seo; and rejects claims 9 and 36 under 35 U.S.C. § 103(a) as being allegedly unpatentable over Monday in view of Alavi, and further in view of U.S. Patent No. 5,826,270, issued to Rutkowski. By this amendment, Applicant amends claims 1, 3-6, 10, 25, 37, and 52-54, and adds claim 55. Claims 1-10, 25-37, and 52-55 remain pending. Applicants traverse the rejections of claims 1-10, 25-37, and 52-54 for the following reasons.

To establish *prima facie* obviousness under 35 U.S.C. § 103(a), *inter alia*, the applied references, taken alone or in combination, must teach or suggest each and every element or step recited in the claims. See M.P.E.P. § 2143.03. Neither Monday nor Alavi, either taken alone or in combination, disclose each and every element of the present claims.

Independent claim 1, for example, has been amended to recite, *inter alia*,

“A computer based method for retrieving information for use in financing a purchase or lease of equipment, comprising:
 sending, by a requestor application, an information request to a master pivot program, the information request including document information related to a requested financing document that is part of a contract;
 ...
 sending the requested financing document to the requestor application; and

¹ The Examiner lists claims 11-15 in this grouping, but these claims had been canceled.

using the requested financing document to finance the purchase or lease of equipment.

Neither Alavi nor Monday disclose or suggest a method for “retrieving information for use in financing a purchase or lease of equipment.” Furthermore, neither Alavi nor Monday disclose sending an information request including “document information related to a requested financing document that is part of a contract,” or “using the requested financing document to finance the purchase or lease of equipment,” as recited in claim 1.

Monday discloses a system for using a markup language, such as XML, to allow a user to access information in a database. Data requests are made from a markup language interface, such as an XML interface, and are then sent through a translator, or bridge, which parses the requests and sends them to an appropriate source (i.e. database) that contains the requested data. The source then retrieves the data and sends it back to the translator, which constructs an XML document with the retrieved data and sends it back to the requesting client. See col. 7, lines 24-67. Monday is not concerned with a contract or with using a financing document to finance the purchase or lease of equipment, as recited in claim 1.

Alavi discloses a method and system for providing business intelligence information over a computer network via extensible markup language. See Alavi, Title. The system of Alavi allows users to submit queries for certain financial information, and returns results of the query as a set of results, such as a table or report. See id. at col. 4, line 44 – col. 5, line 50. Alavi is also not concerned with a contract or with using a financing document to finance the purchase or lease of equipment. Accordingly, Alavi fails to disclose or suggest requesting and sending a financing document “that is part of

a contract,” or using the financing document “to finance the purchase or lease of equipment,” as recited in claim 1.

For at least these reasons, neither Monday nor Alavi, either alone or in combination, teach each and every limitation of claim 1. Accordingly, the rejection of claim 1 under 35 U.S.C. § 103(a) should be withdrawn and the claim allowed.

Independent claim 25, though of different scope from claim 1, recites, *inter alia*, “a first requested financing document that is part of a contract,” and further recites “a master pivot program . . . for . . . providing the first requested financial document for use in financing the purchase or lease of equipment.” Independent claim 52 recites, *inter alia*, “a requested financing document that is part of a contract,” and further recites “computer readable program code means for providing the requested financing document for use in financing the purchase or lease of equipment.” Thus claims 25 and 52 are distinguishable from the cited art for at least similar reasons to those discussed above in connection with claim 1. Accordingly, for at least these reasons, the rejection of claims 25 and 52 should be withdrawn and the claims allowed.

Dependent claims 2, 6-8, 10, and 53 depend from independent claim 1, while dependent claims 26-29, 33-35, 37, and 54 depend from independent claim 25. As explained above, independent claims 1 and 25 are distinguishable from the cited Monday and Alavi references. Therefore, dependent claims 2, 6-8, 10, 26-29, 33-35, 37, 53, and 54 are also distinguishable from the cited art for at least the same reasons set forth above in connection with independent claims 1 and 25. Accordingly, for at least these reasons, the rejection of claims 2, 6-8, 10, 26-29, 33-35, 37, 53, and 54 in view of Monday and Alavi should be withdrawn and the claims allowed.

In addition, dependent claim 10 further recites “selecting the financing document for retrieval based on values of specific data elements in the contract,” and dependent claim 37 recites “selection rules for selecting the financing document for retrieval based on values of specific data elements in the contract.” Dependent claim 53 recites that the financing document is “one of a primary contract document and a document supporting a contract.” Dependent claim 54 recites, *inter alia*, a “second requested financing document that is part of the contract,” and a master pivot program configured to “provide the second requested financing document for use in financing the purchase or lease of equipment.” None of these recitations are disclosed by Monday or Alavi. Therefore, for these additional reasons, the rejections of claims 10, 37, 53, and 54 should be withdrawn, and the claims allowed.

Dependent claims 3-5 and 30-32 were rejected as being unpatentable over Monday in view of Alavi and Seo, and dependent claims 9 and 36 were rejected as being unpatentable over Monday in view of Alavi and Rutkowski. However, as discussed above, Monday and Alavi fail to disclose certain claim features present in the pending independent claims 1 and 25, from which claims 3-5, 9, 30-32, and 36 depend. Neither Seo nor Rutkowski cure the deficiencies of Monday and Alavi. Thus, Applicant respectfully traverses the rejections of claims 3-5, 9, 30-32, and 36 for at least the same reasons described above in connection with claim 1.

Independent claim 55 recites:

A computer based method for retrieving a financing document associated with a purchase or lease of equipment, comprising:
storing a plurality of financing form documents;
storing, for each financing form document, selection rules which determine the conditions under which the document is to be included in a

documentation package associated with the purchase or lease of equipment;

receiving transaction information including equipment a customer wishes to lease or purchase and payment information associated with the lease or purchase;

based on the transaction information and the selection rules, automatically selecting one or more of the financing form documents to be retrieved and used in financing the purchase or lease of equipment; and

providing the requested financing document for use in financing the purchase or lease of equipment.

None of the cited references, alone or in combination, disclose all of these recitations.

In view of the foregoing remarks, Applicant submits that pending claims 1-10, 25-37, and 52-55 are neither anticipated nor rendered obvious in view of the cited art. Applicant therefore requests the Examiner's reconsideration of the application, and the timely allowance of the pending claims.

The Office Action contains characterizations of the claims and the related art with which Applicant does not necessarily agree. Unless expressly noted otherwise, Applicant declines to subscribe to any statement or characterization in the Office Action.


If a telephone interview will expedite issuance of this application, the Examiner is requested to call Applicant's representative whose name and registration number appear below, at 202-408-4138 to discuss any remaining issues.

Please grant any additional extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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By: 
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